

5/053/076

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FEB 28 2005

Form 3600-9 ( )	UNITED STATES DIV OF OIL GAS & MINING	UTU-080887					
DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CONTRACT FOR THE SALE OF MINERAL MATERIALS		FORM APPROVED OMB NO. _____ Expires: _____ Office _____ Contract Number UTU					
The United States of America, acting through the Bureau of Land Management (BLM), and you, Color Country Rock, the purchaser, make this AGREEMENT, under the authority of the Act of July 31, 1947, 61 Stat. 681, as amended at 30 U.S.C. 601 through 604, and the regulations at 43 CFR Group 3600.							
We agree:							
<b>Sec. 1. Contract area.</b> Under the terms and conditions of this contract, the United States sells to you and you buy the mineral materials listed in section 2 and contained in the following lands as shown on the map and mining plan attached to this contract:							
<u>County</u>	<u>State</u>	<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Aliquot Parts</u>	<u>Meridian</u>	<u>Acreage</u>
Washington, UT		41 S.	18 W.	013	SENE	SLBM	3.0
Pit name: Vermillion Quarry							
<b>Sec. 2. Amount and price of materials.</b> The United States determines the total purchase price by multiplying the total quantity of each kind of mineral material designated by the unit price given below, or as changed through reappraisal.							
KIND OF MATERIALS		QUANTITY (Units specified)		PRICE PER UNIT		TOTAL PRICE	
Flagstone		50		\$ 11.00/TN		\$ 550.00	
Decorative Sandstone Boulders		250		\$ 11.00/TN		\$ 2750.00	
Quarried Sandstone stacking (retaining) rock		250		\$ 7.00/TN		\$ 1750.00	
TOTAL 550 TONS						\$ 5050.00	
BLM's determination of the amount of materials that you have taken under the contract is binding on you. You may appeal this determination as provided in section 18.							
<b>You are liable for the total purchase price, even if the quantity of materials you ultimately extract is less than the amount shown above. You may not mine more than the quantity of materials shown in the contract.</b>							
<b>Sec. 3. Payments, title, and reappraisals.</b> You may not extract the materials until you have either paid in advance for them in full \$ <u>N/A</u> , or paid the first installment of \$500.00.							
<input type="checkbox"/> If you pay in full in advance, BLM will check this box and subsections 3(a) through 3(c) do not apply to your contract. You must pay in full for all sales of \$2,000 or less.							
(a) If you pay in installments, you must pay the first installment before BLM approves the contract.							
(b) Once you start removing material, you must pay each subsequent monthly installment payment in an amount equal to							



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the value of materials removed in the previous month. Payment must be made by the 15<sup>th</sup> day following the end of the month for which you are reporting. You must pay the total purchase price not later than 60 days before the contract expires.

(c) The United States will retain the first installment as security for your full and faithful performance and will apply it to the last installment required to make the total payment equal to the total price given in section 2.

The total purchase price equals the sum of the total quantities removed, multiplied by their respective unit prices.

If you are late making an installment payment, you **must not** remove any more material until you have paid. Removing material you have not paid for is trespass, and for trespass you must pay at triple the appraised unit price, or at triple the reappraised unit price if BLM has made a reappraisal. To resume removal operations after you were late making payments, you must obtain BLM's written approval.

(d) You receive title to the mineral materials only after you have paid for them and extracted them.

**Sec. 4. Risk of loss.** You assume complete risk of loss for all materials to which you have title. If material covered by this contract is damaged or destroyed before title passes, you are liable for all loss suffered if you or your agents are directly or indirectly responsible for the damages. If you are not responsible for the damage or destruction, you are liable only to the extent that the loss was caused by your failure to remove the material under the terms of this contract. You are still liable for breach of contract or any wrongful or negligent act.

**Sec. 5. Liability for damage to materials not sold to you.** You are liable for loss or damage to materials not sold to you if you or your agents are directly or indirectly responsible for the damage or loss. You are also liable if you fail to perform under the contract according to BLM's instructions and the United States incurs costs resulting from your breach of any contract term or your failure to use proper conservation practices. If the damage resulted from willful or gross negligence, you are liable for triple the appraised value of the damaged or destroyed materials. If the damage or destruction did not result from willful or gross negligence, you are liable for lesser charges, but not less than the appraised value of the materials.

**Sec. 6. Stipulations and reserved terms.** Your rights are subject to the regulations at 43 CFR Group 3600 and to any stipulations and the mining plan attached to this contract.

☒ BLM will check this box if there are stipulations attached to this contract.

**Sec. 7. Notice of operations.** You **must** notify BLM immediately when you begin and end operations under this contract. If BLM has specified a time frame for notification, you must comply with that time frame.

**Sec. 8. Bonds.** (a) You **must** furnish BLM with a bond in the amount of \$4,000.00 as a condition of issuing this contract.

(b) If you do not perform all terms of the contract, BLM will deduct an amount equal to the damages from the face amount of the bond. If the damages exceed the amount of the bond, you are liable for the excess. BLM will cancel the bond or return the cash or U.S. bonds you supplied when you have completed performance under this contract.

(c) BLM will require a new bond when it finds any bond you furnish under this contract to be unsatisfactory.

**Sec. 9. Assignments.** You may not assign this contract without BLM's written approval.

**Sec. 10. Modification of the Approved Mining or Reclamation Plan.** You or BLM may initiate modification of these plans to adjust for changed conditions, or to correct any oversight. The conditions for BLM requiring you to modify these plans, or approving your request for modification are found in the regulations at 43 CFR 3601.44.

**Sec. 11. Expiration of contract.** This contract will expire 5 year(s), 0 months, 0 days from its approval date, unless BLM extends the term or renews the contract.

☒ BLM will check this box if this contract is a renewable competitive contract.



**Sec. 12. *Renewal of renewable competitive contract.*** BLM will renew your contract if you apply in writing no less than 90 days before your renewable competitive contract expires and you meet the conditions in the regulations at 43 CFR 3602.47.

**Sec. 13. *Violations; and cancellations.*** (a) If you violate any terms or provisions of this contract, BLM may cancel your contract following the regulations at 43 CFR 3601.60 et seq., and recover all damages suffered by the United States, including applying any advance payments you made under this contract toward the payment of the damages.

(b) If you extract any mineral materials sold under this contract after the contract has expired or been canceled, you have committed, and may be charged with, willful trespass.

**Sec. 14. *Responsibility for damages suffered or costs incurred by the United States.*** If you, your contractors, subcontractors or employees breach this contract or commit any wrongful or negligent act, you are liable for any resulting damages suffered or costs incurred by the United States. You **must** pay the United States within 30 days after receiving a written demand from BLM.

**Sec. 15. *Extensions of time.*** BLM may grant you an extension of time in which to comply with contract provisions under the regulations at 43 CFR 3602.27. For contracts with terms over 90 days, you **must** apply in writing no less than 30 or more than 90 days before your contract expires. For contracts with terms of 90 days or less you **must** apply no later than 15 days before your contract expires.

**Sec. 16. *Time for removing personal property.*** You have 30 days (not to exceed 90) from the date this contract expires to remove your equipment, improvements, and other personal property from United States lands or rights-of-way. You may leave in place improvements such as roads, culverts, and bridges if BLM consents. Any property remaining after this period ends becomes the property of the United States, but you will remain liable for the cost of removing it and restoring the site.

**Sec. 17. *Equal opportunity clause.*** The actions you take in hiring **must** comply with the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which describe the non-discrimination clauses. You may get a copy of this order from BLM.

**Sec. 18. *Effective date.*** This contract becomes effective as indicated below.

[ ] If this contract becomes effective on the date BLM signs the contract, BLM will check this box.

[ X ] If this contract becomes effective only after certain conditions are met, BLM will check this box, list the conditions below, and indicate the effective date (see stipulations below).

Sec. 6 (cont.)

Stipulations:

You may not begin removal of material or create any surface disturbance until BLM has inspected the flagged parcel identified in this contract.

Removal of material is authorized only during daylight hours (sunrise to sunset). —

Plus attached stipulations:



**Sec. 19. Appeal.** You may appeal any decision that BLM makes in regard to this contract under parts 4 and 1840 of Title 43 of the Code of Federal Regulations.

The following parties have executed this contract as of:

PURCHASER

Color Country Rock, LLC  
Att. Lonny Hafeez  
(Individual or Firm Name)

(Address)

115 South Main  
Vero, UT 84782  
(Phone Number)

(435) 574-2760  
(435) 680-2760

(Signature)

Lonny Hafeez  
(Signature)

UNITED STATES OF AMERICA

By

James D. Cress  
(Authorized Officer)

Field Office Manager  
(Title)

08/30/2004  
(Date)

If you are a corporation, affix corporate seal here.

Title 18 U.S.C Section 1001, makes it a crime for any person knowingly or willfully to make to any department or agency or the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction, subject to fine up to \$10,000 and imprisonment up to 5 years.

## NOTICE

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

BLM is collecting this information to process your BLM will use this information to identify and communicate with applicants.

You **must** respond to this request to get a benefit.

A federal agency may not conduct or sponsor, and you are not required to respond to, an information OMB control number.

AUTHORITY: 30 U.S.C. 601 et seq.; 43 CFR 3600

PRINCIPAL PURPOSE: BLM uses this information to identify the parties entering into contracts for disposing of mineral materials.

ROUTINE USES: BLM will transfer information from the record or the record itself to appropriate federal, state, local, or foreign agencies, when relevant to criminal, civil, or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If you do not provide this information to BLM, we will not be able to process your application for a contract.

BLM estimates the public reporting burden for this form at an average of 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer, (1004-0103), 1849 C St., NW., Mail Stop 401 LS, Washington, D.C. 20240.



**BLM-SGFO**  
**OPERATING PROCEDURES**  
**Color Country Rock Vermillion Quarry**  
**UTU080887**

This contract/permit covers only activities on lands administered by the Bureau of Land Management, and is subject to all pre-existing rights on the land covered under the contract/permit. **Material must be paid for prior to removal.**

1. Operator is required to submit a Mining Plan (Plan) that includes a reclamation plan and financial bond requisite with the proposed disturbance. The Plan must be approved by the BLM prior to the operator commencing work at the site.
2. The Bureau of Land Management does not guarantee in any way, access onto or off of the sites.
3. The BLM authorized officer will be allowed to examine the mineral material area at any time for compliance with the provisions of the contract/permit and to determine the quantity of the mineral material removed. The BLM authorized officer may, upon request, inspect the records and books of the holder to determine the quantity of material removed.
  - (b) Compliance with all Applicable Federal, State, and County laws and ordinances is required.
  - (c) Operations using any processing, including but not limited to crushing and screening, may require a Mine Safety and Health Administration (MSHA) permit and coordination with Utah Division of Oil Gas & Mining (DOGM).
  - (d) The holder shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances used, generated by, or stored in the permit area. Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR 117 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liabilities Act of 1980, section 102b. A copy of any report required or requested by any Federal or State agency as a result of a reportable release or spill shall be furnished to the BLM's authorized officer concurrent with the filing of the reports to the involved Federal or State agency.
  - (e) The taking of any threatened or endangered species, in violations of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531), is prohibited. Taking is defined as: to harass, harm, pursue, hunt, shoot, kill, trap, capture, or collect, or to attempt to engage in any such conduct. Violation of this provision is punishable with fines up to \$50,000 and/or five years in Federal penitentiary, per violation.



- (f) Any cultural or paleontological resource (historic or prehistoric site or object, or fossil) discovered by the holder, or any person working on his behalf shall be immediately reported to the BLM authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the BLM authorized officer.
4. Permit sites shall be maintained in a sanitary condition at all times. Waste material shall be promptly removed from the site and disposed of at an appropriate waste disposal site. "Waste material" excludes "waste rock", but means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment, etc.
  5. No holes, pits, equipment or facilities which would endanger human life, livestock, or wildlife will be maintained on the ground during the extraction or upon the termination of the contract/permit.
  6. The holder shall allow free and unrestricted public access to and upon the permit area for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the permit.
  7. Unless specifically authorized in writing, the holder shall stay at least thirty (30) feet from all fences, improved roads, or other land improvements.
  - ✱ 8. A copy of the contract/permit and these stipulations must be in each vehicle that hauls material from the site.
  9. Any equipment left unattended on the site must be clearly marked so BLM inspectors can identify contract/permit holder.
  10. No decorative or landscape boulder exceeding 10 feet long on the longest dimension or exceeding 10 tons in weight may be removed, unless specifically stated in the contract/permit and authorized by the BLM. *RAH*
  11. All stockpiles shall be removed prior to the closing date of the contract/permit.
  12. No work shall be done during periods when the soil is too wet to adequately support the equipment. If equipment creates ruts in excess of four (4) inches deep, the soil shall be deemed to wet to adequately support the equipment.
  13. During conditions of extreme fire danger, operations may be limited or suspended in specific areas by the BLM authorized officer. Additional fire safety measures may also be required by the BLM authorized officer.



14. Any blasting must be specifically authorized in writing by the BLM. No high explosive devices will be allowed. Light drilling and shooting to separate rock is allowed.
15. The holder agrees to pay all costs incurred by the Government pertaining to the investigation and processing of any trespass action involving unauthorized removal of material by the holder.
16. The holder shall protect all survey monuments found within the permit area. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments.
17. In the event of obliteration or disturbance of any of the above survey monuments, the holder shall immediately report the incident, in writing, to the authorized officer of the BLM and the respective installing authority, if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operation, the holder shall secure the services of a registered land survey or Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of Public Lands of the United States, USDI, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer of the BLM. If Bureau of Land Management or other Federal cadastral surveyors are used to restore the survey monument, the holder shall be responsible for the survey cost.
- ✓ 18. BLM reserves the right to modify planned operations or require additional actions in order to mitigate future impacts unforeseen at this time.
19. Provide monthly/quarterly (depending on activity) reports of amounts of materials removed.
20. Work will not commence until BLM authorized officer has field checked proposed (flagged) disturbance and onsite during initial work such as road building etc. The authorized officer will sign this list of stipulations when planned work is reviewed on site and disturbance may begin.

✱

\_\_\_\_\_  
BLM Authorized Officer

\_\_\_\_\_  
Date



Preston L. Hafen  
Color County Rock, LLC  
115 South Main  
Veyo, Utah 84782

Mr. Rick Rymerson  
U. S. Department of Interior  
Bureau of Land Management  
St. George Field Office  
345 E. Riverside Drive  
St. George, Utah 84790

Reference: BLM Contract #UTU 80887  
Vermillion project exclusive materials lease  
SE1/4, NE1/4, Sec 13, T. 41S., R. 18 E. (2.75 Acres)

Dear Rick:

Color County Rock, LLC is submitting the following in compliance with instructions pertaining to a five (5) year Exclusive Materials Lease at our Vermillion Project. Proposed materials to be mined during the term of the lease along with applicable royalty rates are summarized below.

<u>Materials</u>	<u>Royalty</u>	<u>5% Prepaid Royalty</u>
Flagstone (50 Tons)	\$11.00/Ton	\$27.50
Decorative and Landscape Stone (100 Tons)	\$11.00 /Ton	<del>\$55.00</del> 137.50
Quarried Stone (100 Tons)	\$ 7.00/Ton	<del>87.50</del> - \$35.00
Total		<del>\$117.50</del> 252.50

Included please find:

1. CCR check to BLM
2. Irrevocable Letter of Credit  
Number 154000028 to BLM  
From Sun First Bank (CCR, LLC)  
In the amount of \$4,000.00 for the  
Previously agreed upon Reclamation Bond

~~\$117.50~~ 252.50

Minimum Payment \$500.00

Rick, we appreciate your help in getting the Vermillion project approved and look forward to a continuing good relationship with you and the BLM. Should you have any questions or need additional information you can contact me at:

435-574-2760, Or 435-680-2760

Sincerely yours,

Preston L. Hafen



May 2004 SGFO Appraised Value Adjustment Results

1042 "e 1110 RAL

COMMODITY (LOCATION)	ROYALTY RATE	Reclamation Fee (5320)	Final Value
Flagstone (VIRGIN)	\$11.00/TN	\$3.00/TN	\$14.00/TN
Decorative and Landscape Stone (S. HURRICANE)	\$11.00/TN	\$3.00/TN	\$14.00/TN
Cinders (ALL LOCATIONS)	\$0.75/TN	\$0.50/TN	\$1.25/TN
Fill and Sand (13210101)	\$0.60/TN	\$0.50/CY	\$1.10/CY
Gravel (13210111)	\$0.60/CY	\$0.50/CY	\$1.10/CY
Quarried Stone or Stacking Rock (13210121)	\$7.00/TN	\$3.00/TN	\$10.00/TN

The 3 items circled may apply  
to your sales area. Only calculate  
royalty, as you're accounting for  
reclamation with your \$4,000.00 bond.

See you Monday,

Rick Rymon



UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ST. GEORGE FIELD OFFICE

CATEGORICAL EXCLUSION ENVIRONMENTAL REVIEW AND APPROVAL

CX Number: UT-100-04-11

Project/Serial Number: UTU-080887

Name of Proposed Action: Hafen Red Rock Quarry

Applicant: Lonny Hafen

Legal Description: T. 41 S., R. 18. W., sec. 013. SW¼NE¼

This action is in conformance with the St. George Field Office Resource Management Plan:

Decision/Objective and Page Number: MI-12 page 2.9 - Sale of material from these sites [mineral material sites] will continue until depletion occurs on individual sites or the lands are transferred out of public ownership."

Description of Proposed Action: Remove surface boulders, and quarry stacking block using trackhoe, loader, and haul trucks. Construct 1300 feet of access road for a total proposed disturbance of 5 acres. Reclamation plan and bond required.

Categorical Exclusion Reference 516 DM 6, Appendix 5.4 F (10) or 516 DM 2, Appendix 1:

SCREENING FOR EXCEPTIONS: The following exceptions apply to individual actions within categorical exclusions (516 DM 2, Appendix 2). The preparer and/or indicated specialist must verify that the Proposed Action does not:

- |                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>INITIALS</u> |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------|
| 2.1 Have significant adverse effects on public health or safety? .....                                                                                                                                                                                                                                                                                                                                          | RAR             | Preparer     |
| 2.2 Have adverse effects on such unique geographic characteristics as historic or cultural resources, park, recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farm lands, wet lands, flood plains, or ecologically significant or critical areas, including those listed on the Department's National Register of National Landmarks? ..... | RAR             | Preparer     |
| 2.3 Have highly controversial environmental effects .....                                                                                                                                                                                                                                                                                                                                                       | gs              | Archeologist |
| 2.4 Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks .....                                                                                                                                                                                                                                                                              | RAR             | Rec/Wild/VRM |
| 2.5 Establish a precedent for future actions or represent a decision in principle about future actions with potentially significant environmental effects? .....                                                                                                                                                                                                                                                | RAR             | Preparer     |
| 2.6 Be directly related to other actions with individually insignificant but cumulatively significant environmental effects? .....                                                                                                                                                                                                                                                                              | RAR             | Preparer     |
| 2.7 Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places? .....                                                                                                                                                                                                                                                                                        | RAR             | Preparer     |
| 2.8 Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated critical habitat for these species? .....                                                                                                                                                                                                            | RAR             | Preparer     |
| 2.9 Require compliance with Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act? .....                                                                                                                                                                                                                                     | RAR             | Preparer     |
| 2.10 Threaten to violate a Federal, State, local or tribal law or requirement imposed for the protection of the environment? .....                                                                                                                                                                                                                                                                              | RAR             | Preparer     |

Other reviewers (As determined by the Manager):

RESOURCE	NAME	COMMENTS	SIGNATURE	DATE
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Land Use Plan conformance and CX review confirmation:

Richard L. Lyness  
Preparer

Reviewer

DAWNA FERRIS-RANDY

External Consultation/Coordination:

DECISION: Based upon the review of this proposal, I have determined that the above-described project is in conformance with the land use plan and may be categorically excluded from further environmental analysis. It is my decision to implement the action, as described.

Approved By:

James D. Chief  
Field Office Manager

Date:

5/28/2004

Attachments: Project Map, PROJECT STIPULATIONS, PROJECT PROPOSAL



ENVIRONMENTAL NOTIFICATION BULLETIN BOARD INFORMATION

PROJECT NAME: Hafen Red Rock Quarry

OFFICE: SGFO UT-100

CONTACT: Rick Rymerson

PHONE #: 435-688-3205

PROJECT NUMBER: UT-100-04-CX-11

DOCUMENT TYPE: (Place X in one) ☐ AD ☐ DNA ☒ CX ☐ EA ☐ EIS

FILE NUMBER: (i.e. Serial # UTU-080887)

PRIMARY PROGRAM : (Place an X for all Programs involved)

☐ Cultural ☐ Fire ☐ Lands & Realty ☒ Minerals ☐ Range ☐ Recreation ☐ Vegetation ☐ Watershed

Wild Horses ☐ Wildlife ☐ Planning ☐ Other (list):

PROJECT DESCRIPTION: Proponent plans to operate a surface quarry for excavation of landscape boulders and stacking rock. No Crushing or screening planned. Equipment required consists of track hoe, loader, and trucks to remove material. 1300 feet of road to be constructed for total of 5 acres proposed disturbance. Reclamation plan and bond required.

TOWNSHIP, RANGE, SECTION:

Township: 41 South

Range: 18 West

Section(s): 13

LOCATION/DESCRIPTION/OTHER REMARKS: SW¼NE¼

COUNTY: Washington

SPECIAL INTERESTS: (Place an X for all Special Interests involved)

☐ ACEC ☐ Critical Habitat ☐ Cultural ☐ Fire Rehabilitation ☐ Riparian ☐ T&E

☒ Visual Resources ☐ Designated Wilderness/WSA ☐ Wild & Scenic Rivers

☐ Wilderness Inventory Areas with Wilderness Characteristics ☐ Other Wilderness Concerns

DATE OF ACTION AND STATUS:

CX started 1/12/04



**SOUTHWEST UTAH SUPPORT AREA  
INTERDISCIPLINARY TEAM REVIEW RECORD**

Project Title: Hafen Landscape Rock Site  
DNA/EA Number: UT-100-04-CX-11  
Project Leader:  
Plan Decision/Objective:

080887  
Project Number: UTU-080887  
Date Proposal Received:  
Date of Public Notification:

**FOR EAs:** NI: resource/use present but not impacted; PI: potentially impacted; NP: not present

**FOR DNAs only:** NC (anticipated resource impacts not changed from those analyzed in the original EA) - must attach original checklist when routing this for specialist review.

**STAFF REVIEW OF PROPOSAL:**

NI/PI/NP/NC	Name/Discipline	Date Reviewed	Signature	Review Comments (required for all NIs and PIs). (Comments do not qualify for EA write-up!)
NP	Grazing/Rangeland Standards & Guides	1/12/04	H. Long	
PI	Vegetation	1/12/04	H. Long	Vegetation would be damaged and killed - IF approved should be reseeded
NI	Invasive, Non-native Species	1/12/04	H. Long	
NI	Woodland/Forestry	1/12/04	H. Long	
PI	Special Status Plants	1/12/04	H. Long	Potentially endangered <i>Astragalus</i> (area should be cleared)
PI	Fish & Wildlife	1/12/04	D. Long	This area is critical to wintering waterfowl. Activities during the winter would likely displace waterfowl. Also add to cumulative effect in area.
PI	Special Status Animals	1/12/04	D. Long	Several special status species occur in this area. (area should be cleared)
NP	Wetlands/Riparian Zones	1/12/04	D. Long	
PI	Soils (including Biological Soil Crusts)	1/12/04	D. Long	Some soil would be displaced during construction activities. The project is located in Eroded, Semi-Shaded complex (see Soil Survey). Erosion is active, and Sediment production is high.
NP	Floodplains	1/12/04	D. Long	
PI	Air Quality	1/12/04	D. Long	Dust emission levels would increase during construction activities. State Air Quality Standards will be followed.
NP	Water Quality (drinking/ground)	1/12/04	D. Long	
NP	Water Rights	1/12/04	D. Long	
NP	Recreation (including ACECs)	1/12/04	My. R.	



NI/PI/N P/NC	Name/Discipline	Date Reviewed	Signature	Review Comments (required for all NIs and PIs. PIs may require further analysis.)
NP	Wild & Scenic Rivers	1/12/04	[Signature]	
NP	Wilderness Concerns	1/12/04	[Signature]	
PI	Visual Resources	3/20/04	[Signature]	Need photos of access route "flagged" No concern @ site if only surface removal.
PI	Geology/Mineral Resources	1/17/04	R. Lynne	Mineral Materials would be removed to and supply local markets for development. No known Paleontological resources in area.
NP	Paleontology	1/17/04	R. Lynne	
NP	Cultural Resources (Historic/Archaeological)	12/20/04	S. McEwen	No cultural material located on the project area; however, do have some concerns on visual effects concerning imp. road that would go in.
NP	Native American Religious Concerns/Tribal Consultation	5/27/04	D. Feris Rowley	No concerns identified to date during consultations
NE	Lands Issues (including ROW/Access)	1/12/04	R. Massey	All public land.
	Fuels/Fire Management			
NI	Wastes (hazardous or solid)	1/17/04		No Hazmat will be allowed onsite. No fuel(etc) storage.
NI	Environmental Justice	5/27/04	D. Feris Rowley	No impacts of consequence
	Socio-economics			
	Prime or Unique Farmlands			
	Wild Horses			

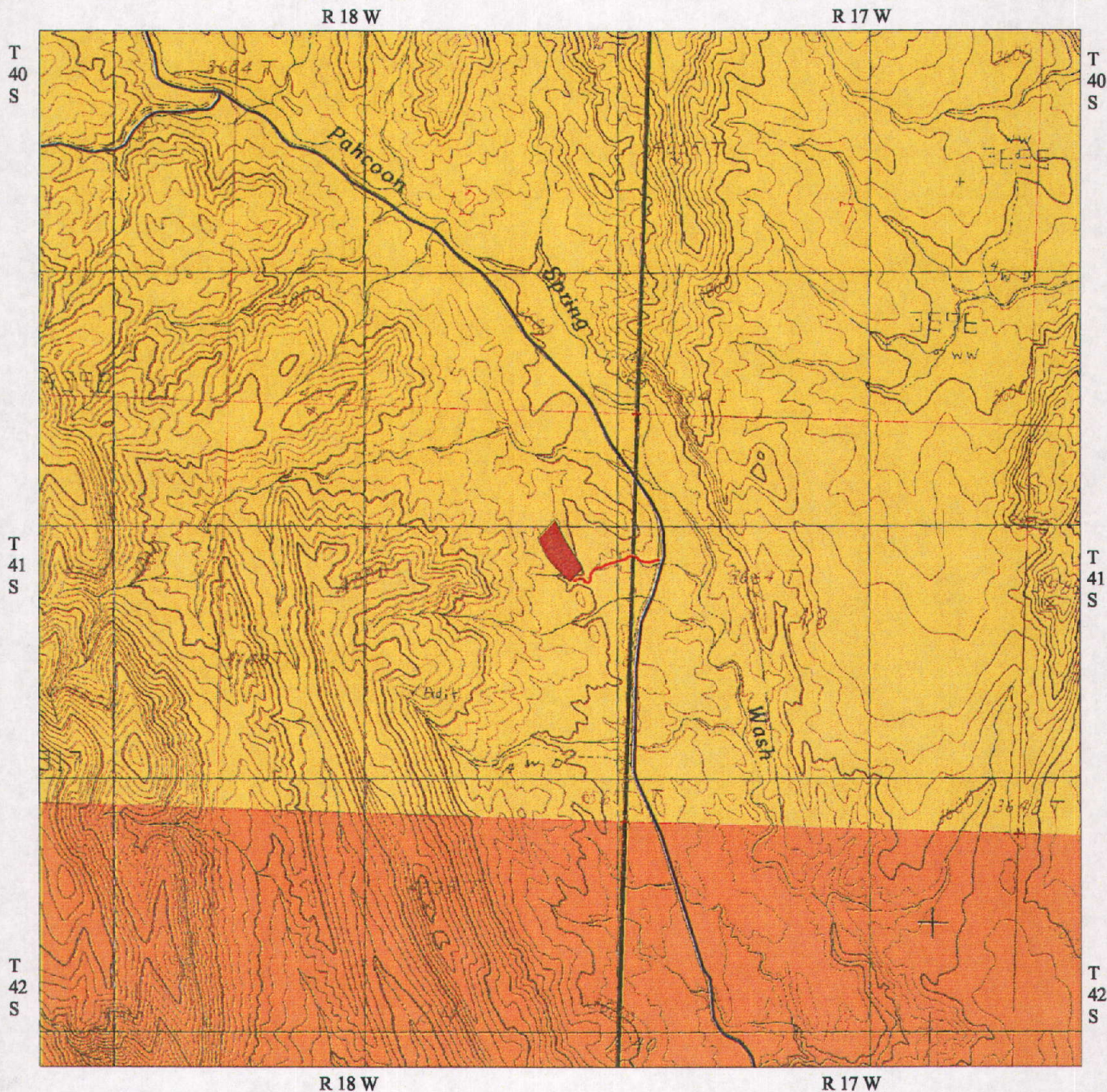
FINAL REVIEW	Date	Signature	Comments
Environmental Coordinator	5/26/04	Dawn E. [Signature]	
Manager Review	5/28/04	[Signature]	

Sept. 2002



# Hafen Proposal

## State of Utah Surface Mgmt Responsibility - Custom 1:24000 Scale



UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ST. GEORGE FIELD OFFICE

Map printed on September 4, 2003

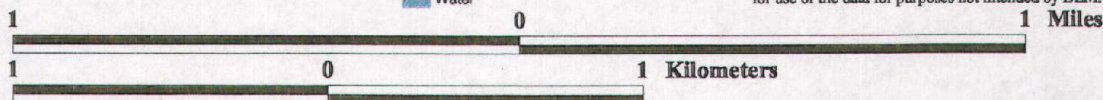
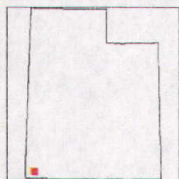
### LAND STATUS LEGEND

- BLM Wilderness Area
- Bankhead-Jones Land Use Lands
- Bureau of Land Management (BLM)
- Indian Reservation (IR)
- Military Reservations
- National Park Service (NPS)
- Private
- State
- State, County, City; Wildlife, Park Recreation
- US Fish and Wildlife: National Wildlife Refuge
- US Forest Service (USFS)
- USFS Wilderness Area
- Water



1:24000

### LOCATION MAP



### CAUTION:

Land ownership data is derived from less accurate data than the 1:24,000 scale base map. Therefore, land ownership may not be shown for parcels smaller than 40 acres, and land ownership lines may have a plotting error due to source data.

No warranty is made by the Bureau of Land Management for use of the data for purposes not intended by BLM.



248

50'

249

250

R18W

251

R17W

252

47

2

1

6

74

Pahoon  
Spring

+

Pahoon

12

7

Spring

+



Red Rock Mineral Materials

14

13

18

Window  
Disc

Wash

Discovery

+

+

23

24

19



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CEDAR CITY DISTRICT OFFICE

Summary Report of  
Inspection for T and E Species

BLM Use Only: Use Initials

Case File No.

Report Acceptable Yes\_\_\_ No\_\_\_

Mitigation Acceptable Yes\_\_\_ No\_\_\_

Comments: \_\_\_\_\_

1. Project Name, Developer

Lonny Hafen Rock Quarry

2. Legal Description of Project Area (Attach Map Also)

T.41S., R.18W., Sec. 13, SWNE

3. Type of Project

Rock Quarry

4. Project or EAR No.

5. Potential T/E

Species Affected

None

6. Dates of Field Work

4/16/04

7. Description of Examination Procedures

Walked access road (proposed) and proposed quarry

8. Description of Findings (Attach forms or detailed report, if appropriate)

No threatened, endangered or candidate species.

9. Conclusions/Recommendations

No affect on T & E species.

10. Signature of Person in Direct Charge of Field Work

Robert Douglas Wildlife Biologist 4/19/04

11. Signature of Title of Institutional or BLM Officer Responsible